

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of this 30th day of September, 2006 (the "Date of Amendment") by and between CRP HOLDINGS 1901, LLC, a Delaware limited liability company ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are the lessor and the lessee, respectively, under the Existing Lease, pursuant to which Landlord demises to Tenant, and Tenant leases from Landlord, the Existing Premises in that certain building located at 1901 Research Boulevard, Montgomery County, Rockville, Maryland; and

WHEREAS, Landlord and Tenant wish to enter into this Amendment to extend the Term of the Existing Lease and to modify certain of the other terms and conditions of the Existing Lease, all as more particularly set forth herein.

AGREEMENTS

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree, intending such agreements to be made under seal, as follows:

Section 1. Definitions.

The following defined terms, when and as used in this Amendment, shall have the meanings herein ascribed to them. To the extent a defined term is used in this Amendment which is not defined in this Amendment, it shall have the meaning in this Amendment which is ascribed to such defined term in the Existing Lease, to the extent that a meaning for such defined term is set forth in the Existing Lease.

(a) "Building" means that certain building at 1901 Research Boulevard in Rockville, Montgomery County, Maryland.

(b) "Existing Lease" means that certain Lease Agreement dated on or about November 7, 2001 between Original Landlord, as the lessor, and Tenant, as the lessee, with respect to the Premises, together with all addenda, exhibits, riders and supplements thereto and all amendments and modifications thereof, if any, made prior to the Date of Amendment. All of the right, title and interest of Original Landlord, as the lessor under and with respect to the Existing Lease, was assigned and conveyed by Original Landlord to Landlord prior to the Date of Amendment.

(c) "Lease" means the Existing Lease, as amended by this Amendment.

(d) "Original Landlord" means Realty Associates Fund III, LP, a Delaware limited partnership.

(e) "Premises" means all of that space on the third (3rd) floor of the Building leased by Landlord to Tenant pursuant to the Existing Lease, known as Suite 330 and containing approximately 706 square feet of Rentable Area and as shown on Exhibit A attached hereto and made a part hereof.

(f) "Rentable Area" means as to the Premises and the Building, the measurement of floor area as may from time to time be subject to lease by Tenant and all the tenants of the Building, respectively, as determined by Landlord and applied on a consistent basis throughout the Premises and the Building.

Section 2. Extension of Original Term of Existing Lease; Modification of original Term.

The original Term (sometimes referred to in the Existing Lease as either the "Lease Term" or the "term of this Lease") expiring on March 31, 2007 is hereby extended through 11:59 p.m., local time, on March 31, 2017. That portion of the Term as so extended, commencing on April 1, 2007 and ending on March 31, 2017 is hereinafter sometimes called the "Extended Term." That portion of the Term occurring prior to April 1, 2007 is hereinafter sometimes referred to as the "Initial Term." From and after the Date of Amendment, the Term shall be deemed to be comprised of the Initial Term and the Extended Term, together with all renewals or extensions thereof becoming effective subsequent to the Date of Amendment any amendments to the Lease made subsequent to the Date of Amendment between Landlord and Tenant. Landlord and Tenant hereby agree that notwithstanding anything in Section 2 of the Existing Lease to the contrary, the original Term commenced on March 4, 2002 and shall expire at 11:59 p.m. March 31, 2007. In addition, the definition of the "Rent Commencement Date" in Section 3 of the Existing Lease is hereby amended to mean March 4, 2002.

Section 3. Base Rent Payable for Premises with respect to the Extended Term.

Notwithstanding anything contained in the Existing Lease to the contrary, Tenant shall pay Base Rent to Landlord for the Premises with respect to the Extended Term:

Period of Time During the Extended Term	Annual Base Rent	Annual Base Rent Per Square Foot of Rentable Area	Monthly Installments of Base Rent
April 1, 2007 to March 31, 2008	\$20,872.41	\$29.56	\$1,739.37
April 1, 2008 to March 31, 2009	\$21,498.58	\$30.45	\$1,791.55
April 1, 2009 to March 31, 2010	\$22,143.54	\$31.36	\$1,845.30
April 1, 2010 to March 31, 2011	\$22,807.85	\$32.31	\$1,900.65
April 1, 2011 to March 31, 2012	\$23,492.09	\$33.27	\$1,957.67
April 1, 2012 to March 31, 2013	\$24,196.85	\$34.27	\$2,016.40
April 1, 2013 to March 31, 2014	\$24,922.75	\$35.30	\$2,076.90
April 1, 2014 to March 31, 2015	\$25,670.43	\$36.36	\$2,139.20
April 1, 2015 to March 31, 2016	\$26,440.54	\$37.45	\$2,203.38
April 1, 2016 to March 31, 2017	\$27,233.76	\$38.57	\$2,269.48

Section 4. Additional Rent.

All of the terms and conditions of the Existing Lease governing the payment by Tenant to Landlord of any additional rent for the Premises with respect to the Initial Term shall continue to apply to the leasing of the Premises by Landlord to Tenant with respect to the Extended Term.

Section 5. Early Termination.

(a) For purposes of Section 5 of this Amendment, "Early Lease Termination Date" means March 31, 2014.

(b) Subject to the terms and conditions of Section 5 of this Amendment, Tenant shall have the right, at Tenant's sole option, to terminate the Lease as of the Early Lease Termination Date by giving notice thereof (the "Early Lease Termination Notice") to Landlord on or before September 30, 2013.

(c) Notwithstanding anything to the contrary set forth elsewhere in this Lease the rights granted by Landlord to Tenant pursuant to Section 5 of this Amendment with respect to termination of the Lease (i) are granted

exclusively by Landlord to the originally named Tenant under this Amendment, Montgomery County, Maryland, and shall not be assignable to or exercisable by any other party and (ii) shall be exercisable by Tenant only if Tenant is not in default under the Lease on either the date of the Early Lease Termination Notice or the Early Lease Termination Date.

Section 6. Condition of Premises.

Tenant hereby acknowledges and agrees that (a) Landlord has made no representations or warranties whatsoever to Tenant with respect to the Premises, the condition of the Premises, or the suitability for use by Tenant of the Premises in connection with the business operations of Tenant, and (b) Landlord has no obligation to Tenant whatsoever, pursuant to this Amendment or otherwise, with respect to the obtaining or maintaining during or prior to the Extended Term of any governmental approvals, consents, licenses, permits or certificates of use or occupancy (collectively, the "Governmental Authorizations") that shall or may be a condition of, required or necessary for, or desired by Tenant in connection with, the use or occupancy of the Premises by Tenant pursuant to this Amendment and that any and all such Governmental Authorizations that shall or may be such a condition of or so required, necessary or desired in connection with the use or occupancy of the Premises by Tenant pursuant to this Amendment shall be obtained and/or maintained by Tenant, at Tenant's sole cost and expense. The obtaining of any such Governmental Authorizations shall not be a condition precedent to the commencement of the Extended Term on the commencement date thereof or to the effectiveness of any of the covenants or obligations of Tenant that pursuant to the terms and conditions of this Amendment commence on or after such date (including, without limitation, the covenants and obligations of Tenant set forth in the Lease with respect to the payment of Base Rent and additional rent. Furthermore, and based upon an inspection of the Premises by Tenant on or before the Date of Amendment, Tenant hereby acknowledges and agrees that (i) the Premises are being leased to Tenant by Landlord in their "as is, where is and with all defects" condition as of the commencement date of the Extended Term, and (ii) Landlord shall have no obligation whatsoever, pursuant to the Lease or otherwise, to make any alterations or improvements to or with respect to the Premises. The entry of Tenant upon the Premises on the commencement date of the Extended Term shall evidence Tenant's acceptance of the Premises in all respects and Tenant's satisfaction in all respects that the Premises are on and as of such date in the condition required pursuant to this Amendment.

Section 7. Representations and Warranties of Tenant.

Tenant hereby represents and warrants to Landlord that on and as of the Date of Amendment: (a) The officer of Tenant executing and delivering this Amendment on behalf of Tenant is authorized to execute and deliver this Amendment on behalf of Tenant, and when so executed and delivered by such officer, this Amendment shall be binding upon and enforceable against Tenant in all respects; (b) Tenant is not in default with respect to any of the agreements, covenants and obligations of Tenant set forth in the Existing Lease; and (c) Landlord is not in default with respect to any of the agreements, covenants and obligations of Landlord set forth in the Existing Lease.

Section 8. Brokers.

Each of Landlord and Tenant hereby represents and warrants to the other that it has dealt with no real estate agents or brokers in connection with the negotiation, execution and delivery of this Amendment other than Atlantic Realty Associates, Inc., ("Landlord's Broker") and that no brokerage fees or commissions are payable to any real estate agent or broker in connection with the negotiation, execution and delivery of this Amendment other than to Landlord's Broker. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other harmless from and against any and all losses, liabilities, damages, claims, costs and/or expenses (including, without limitation, reasonable attorneys' fees) that the other may incur or suffer, or which may be asserted against the other, in connection with, or in any way relating to, the inaccuracy of any representation or warranty made by it in this paragraph. Landlord shall pay all brokerage fees and/or commissions due and payable to Landlord's Broker in connection with the negotiation, execution and delivery of this Amendment pursuant to a separate written agreement entered into prior to the Date of Amendment between Landlord and Landlord's Broker.

Section 9. Addresses of Landlord and Tenant.

(a) Notwithstanding anything to the contrary set forth elsewhere in the Existing Lease, for purposes of all notices, requests, approvals, waivers or other communications given or required to be given to Landlord under

and with respect to the Lease, the address of Landlord shall from and after the Date of Amendment be c/o Colony Realty Partners, LLC, One International Place, Suite 2750, Boston, Massachusetts 02110, marked to the attention of Ms. Cynthia J. Sarver, Vice President. A copy of all such notices, requests, approvals, waivers and other communications shall also be sent to counsel to Landlord, Howard R. Majev, Esquire, Winston & Strawn LLP, 1700 K Street, N.W., Washington, D.C. 20006.

(b) Notwithstanding anything to the contrary set forth elsewhere in the Existing Lease, for purposes of all notices, requests, approvals, waivers or other communications given or required to be given to Tenant under and with respect to the Lease, the address of Tenant shall from and after the Date of Amendment be Montgomery County Maryland, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850. A copy of all such notices, requests, approvals, waivers and other communications shall also be sent to counsel to Tenant, Montgomery County Maryland, Office of County Attorney, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850.

Section 10. Address for Rent Payments.

Effective as of the Date of Amendment and notwithstanding anything to the contrary set forth in the Existing Lease, all rental payments and other charges payable by Tenant to Landlord in accordance with the terms and conditions of the Lease shall be payable by Tenant to Landlord until further notice, if by regular mail to 1901 Research Boulevard Lockbox, P.O. Box 30164, New York, New York 10087-0164, and if by overnight courier to JP Morgan Chase, Lock Box Processing, Lock Box Number 30164, 4 Chase Metro Tech Center, 7th Floor, East Brooklyn, New York 11245.

Section 11. Inapplicability to Extended Term of Certain Terms and Conditions of Existing Lease.

Notwithstanding anything to the contrary set forth in the Existing Lease, the following terms and conditions of the Existing Lease shall not apply to the Extended Term even though, if and as the context shall require, they shall continue to apply to the Initial Term:

- (a) Section 6 of the Existing Lease (entitled "Construction"); and
- (b) Section 26 of the Existing Lease (entitled "Contract Solicitation").

Section 12. Miscellaneous.

Except as and only to the extent explicitly modified by the terms and provisions of this Amendment, all of the terms and provisions of the Existing Lease as modified by this Amendment are ratified and confirmed in all respects, remain in full force and effect, and shall be applicable to the Extended Term. In the event that any of the terms, conditions or provisions of this Amendment shall conflict with any of the terms, conditions or provisions of the Existing Lease, then and in any such event, the terms, conditions and provisions of this Amendment shall be controlling. This Amendment contains the entire understanding of the parties to this Amendment with respect to the subject matters covered in this Amendment and no prior agreements or understandings between the parties to this Amendment, or in any way relating to the subject matter covered in this Amendment, shall be effective after the execution of this Amendment, whether or not such agreements or understandings are similar, broader in scope, more narrow in scope or in any other way different from the terms and conditions of this Amendment. This Amendment may be modified only by a written instrument signed by the parties to this Amendment. The furnishing to Tenant of the form of this Amendment shall not constitute an offer by Landlord and this Amendment shall become effective in accordance with its terms upon and only upon its execution by and delivery by the parties to this Amendment. The recitals set forth at the beginning of this Amendment shall be deemed to be a part of this Amendment. The headings set forth at the beginning of each of the sections of this Amendment are inserted for convenience of reference only and shall not be deemed to have any legal significance or meaning whatsoever. This Amendment and the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Maryland. This Amendment may be executed in counterparts, each of which shall be deemed to be an original of this Amendment, but all of which, together, shall constitute one and the same instrument. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding

Section 13: Notice.

The County's general mail notice as set forth in Paragraph 33 of the Lease is hereby deleted in its entirety and replaced with the following:

Montgomery County Maryland

Office of Real Estate

101 Monroe Street 10th Floor

Rockville, Maryland 20850

Tel:# 240-777-7252

Fax:#240-777-7259

With a copy that does not constitute notice to:

Office of County Attorney

101 Monroe Street 3rd Floor

Rockville, Maryland 20850

SIGNATURES APPEAR ON THE FOLLOWING PAGE

anything to the contrary set forth elsewhere in this Amendment, this Amendment shall be deemed to be effective as of the Date of Amendment even or though either or both of the parties to this Amendment may execute and/or deliver this Amendment on a later or different date.


IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment under seal as of the Date of Amendment.

LANDLORD:

**CRP HOLDINGS 1901, LLC,
a Delaware limited liability company**

WITNESS:



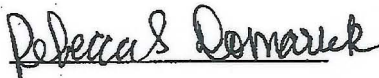
By:  (SEAL)
HENRY G. BRAUER
EXECUTIVE VICE PRESIDENT

Date: 4/16/07

TENANT:

MONTGOMERY COUNTY, MARYLAND


WITNESS:



By:  (SEAL)
Tim Firestine, Chief Administrative Officer

Date: 4/2/2007

**APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY**

By: 
Date: 3/29/2007

RECOMMENDED

By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 3/29/07

Exhibit A

The Premises

